

File No. 100811

Committee Item No. 4

Board Item No. 40

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date July 7, 2010

Board of Supervisors Meeting Date July 13, 2010

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| * <input checked="" type="checkbox"/> | * <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
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OTHER

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|-------------------------------------|--------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 2 to MDU</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>Controller's Cost Analysis</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Alisa Somera Date July 2, 2010

Completed by: Alisa Somera Date July 8, 2010

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Memorandum of Understanding, Amendment No. 2 – San Francisco Police Officers’
2 Association (Units P-1 & P-2A)]

3 **Ordinance adopting and implementing Amendment No. 2 to the 2007-2012**
4 **Memorandum of Understanding between the City and County of San Francisco and the**
5 **San Francisco Police Officers’ Association (Units P-1 & P-2A), by extending the term of**
6 **the parties’ Agreement through June 30, 2013, and by implementing specified terms**
7 **and conditions of employment for fiscal years 2010-2011, 2011-2012 and 2012-2013.**

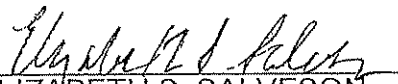
8 NOTE: Additions are single-underline italics Times New Roman;
9 deletions are ~~strike-through italics Times New Roman~~.
10 Board amendment additions are double-underlined;
11 Board amendment deletions are ~~strikethrough normal~~.

12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. The Board of Supervisors hereby adopts and implements Amendment #2
14 amending the 2007-2012 Memorandum of Understanding between the City and County of
15 San Francisco and the San Francisco Police Officers’ Association (Units P-1 & P-2A), by
16 extending the term of the parties’ Agreement through June 30, 2013, and by implementing
17 specified terms and conditions of employment for fiscal years 2010-2011, 2011-2012 and
18 2012-2013.

19 Amendment No. 2 to the Memorandum of Understanding so implemented is on file in
20 the office of the Board of Supervisors in Board File No. 100811.

21 APPROVED AS TO FORM:
22 DENNIS J. HERRERA, City Attorney

23 By: 
24 ELIZABETH S. SALVESON
25 Chief Labor Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNITS P-1 AND P-2A

July 1, 2007 - June 30, 2013

Per Amendment #2

AMENDMENT # 2
TO THE 2007-2012 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO POLICE OFFICERS' ASSOCIATION
UNITS P-1 AND P-2A

ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

188. Employees shall receive the following base wage increases:

July 1, 2010 - 4% ~~January 8, 2011 - 2%~~
January 7, 2012 - 2%

188a. The parties acknowledge that covered employees previously deferred to January 8, 2011 a 2% wage increase that was originally scheduled to be effective on July 1, 2009.

188b. In the event that a City Charter amendment (other than an amendment adopted in the June 2010 election) or State ballot measure or State legislation is implemented by the City during any economic concession period set forth in paragraph 188c, resulting in any reduction in represented employee wages or fringe benefits, the economic concessions described in paragraphs 188 and 231a, shall terminate at the close of business on the last day of the economic concession period during which the Charter amendment, State ballot measure or State legislation is implemented by the City, and no subsequent economic concessions shall become effective during the term of this Agreement. The parties will thereafter meet and confer in good faith regarding the impact of any such Charter amendment, State ballot measure or State legislation, pursuant to Government Code section 3505 and Charter section A8.590 et seq.

188c. Economic Concession periods are as follows:

- (1) July 1, 2010 to December 24, 2010.
- (2) December 25, 2010 to June 30, 2011.
- (3) July 1, 2011 to December 23, 2011.
- (4) December 24, 2011 to June 30, 2012.

188d. In the event that the City's FY 2011-2012 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-2012 to be less than \$261 million dollars, then the parties shall reopen the contract to determine whether the economic concession for FY 2011-12 should be adjusted and, if so, by what amount.

Section 9. Retirement.

A. Mandatory Employee Retirement Contribution.

308a. Effective July 1, 2010, for Tier I employees who retire (including employees who enter the DROP program) on or after July 1, 2010 and prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the economic concessions described in paragraphs 188 and 231a, said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no economic concessions for Fiscal Years 2010-2011 and 2011-2012.

308b. Effective July 1, 2010, for Tier II employees who retire (including employees who enter the DROP program) on or after July 1, 2010 and prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the pensionable economic concessions described in paragraphs 188 and 231a for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable economic concessions for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only pensionable economic concessions deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.

308c. For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

308d. Employees who enter(ed) the DROP program prior to July 1, 2010 are not eligible for retirement restoration described in this section.

Section 8. Health and Dental Coverage.

A. Employee Health Coverage

294. The City shall contribute annually for employee health benefits, the contribution required under the Charter.
295. In addition, except as otherwise provided in this section, the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).

295a. Fiscal Year 2011-12 and Thereafter

It is understood that the City and the Public Employees Committee of the San Francisco Labor Council (PEC) have agreed to establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.

295b. Should the committee not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of City Plan coverage in the medically single/Employee-Only category.

295c. If no mutual agreement on another option is reached as described in paragraph 295b, and if an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically single/Employee-Only coverage under the City Plan.

Section 10. Wellness Programs.

A. Wellness Program.

313. 4. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.
314. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

J. Night Shift Differential

259. Night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.
260. For Fiscal Years 2009-2010, and 2010-2011 and 2011-2012, night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 7:00 p.m. and 5:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.

Section 3. Holidays.

225. A. Employees are entitled to the following holidays each year with pay:

New Year's Day	Fourth of July
Martin Luther King, Jr.'s Birthday	Labor Day
Columbus Day	Thanksgiving Day
Veteran's Day	The Day after Thanksgiving
Presidents' Day	Christmas Day
Memorial Day	Four (4) floating holidays each fiscal year

225a. In lieu of wage increases for Fiscal Year 2012-2013, officers shall receive four (4) additional (one-time) Floating Holidays on July 1, 2012 and four (4) additional (one-time) Floating Holidays close of business on June 30, 2013. Notwithstanding paragraph 227 below, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in FY 2012-13, FY 2013-14 and FY 2014-15.

226. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

227. The above floating holidays are to be taken on days selected by the employee subject to the approval of the Department which shall not be unreasonably withheld. No compensation of any kind shall be earned or granted for floating holidays not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

228. B. Employees who are required to work on any of the above-listed holidays, except floating holidays, shall receive additional compensation at the rate of time-and-one-half, or compensatory time at the rate of time-and-one-half at the employee's option

pursuant to Article III., Section 2 of this Agreement.

229. C. Employees working a work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
230. D. If the provisions of this section deprive any employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
231. E. This section shall not modify existing holiday compensation practice.

231a. F. Mandatory Unpaid Floating Holidays

- a. Officers shall each receive six (6) mandatory floating holidays to be used in Fiscal Year 2010-2011 or thereafter; thus, officers shall contribute the value of six such floating holidays for Fiscal Year 2010-2011. The reduction in pay associated with these unpaid days will be "smoothed" over the course of the fiscal year. Six (6) unpaid days equates to a wage reduction of 2.31%.**
- b. Officers shall each receive four (4) mandatory floating holidays to be used in Fiscal Year 2011-2012 or thereafter; thus, officers shall contribute the value of four such floating holidays for Fiscal Year 2011-2012. The reduction in pay associated with these unpaid days will be "smoothed" over the course of the fiscal year. Four (4) unpaid days equates to a wage reduction of 1.54%.**
- c. All mandatory unpaid floating holidays for Fiscal Year 2010-2011 and Fiscal Year 2011-2012 must be used prior to any use of vacation time; provided, however, that this limitation (i.e. use of such floating holidays before vacation) will not apply to employees at the point at which they would otherwise cease to accrue vacation because they will reach the accrual maximums.**

F. Retention Pay

242. Employees who have completed twenty-three (23) years or more of service as a sworn member of the Department or Airport Bureau shall receive 2% retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who have

completed twenty-three (23) years or more of sworn service covered by this Agreement.

243. Eligible employees who have completed thirty (30) years or more of service as a sworn member of the Department or Airport Bureau shall receive an additional 4% (6% total) retention pay for each pay period during which they are eligible. Eligibility is subject to the following conditions and limitations:
244. 1. employees must have worked and continue to work (regular paycode 'WK') not less than seventeen-hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period; and
245. 2. employees that have been issued a suspension of thirty (30) or more days during the preceding twelve (12) months shall not be eligible.
246. Retention pay shall be included for purposes of retirement benefit calculations and contributions. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

246a. Use of mandatory unpaid floating holidays under paragraph 231a, will count as "time worked" for determining eligibility for retention pay under paragraph 244.

Section 2. Duration.

332. This Agreement shall be effective upon ratification and shall be effective from July 1, 2007 through June 30, 2012 ~~2012~~ **2013**.

FOR THE CITY

FOR THE UNION

Date: _____

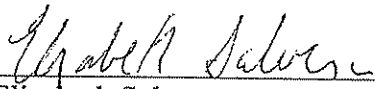
Date: _____

Martin Gran
Employee Relations Director

Gary Delagnes
President
San Francisco Police Officers' Association

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney



Elizabeth Salveson
Chief Labor Attorney



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

RECEIVED
SUPERVISORS
AND
SAN FRANCISCO
BY
Ben Rosenfield
Controller
Monique Amuda
Deputy Controller
JUL 10 2010
PM 4:05

July 2, 2010

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Nos. 100811 and 10812: Amendments to the Memoranda of Understanding (MOU) with the San Francisco Police Officers Association Units P-1 and P-2A and P-2B (POA)

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the Amendments (amendments) to the MOU between the City and County of San Francisco and POA. The amendments apply to the period commencing July 1, 2010 through June 30, 2013, affecting 2,640 authorized positions with a salary base of approximately \$277 million and an overall pay and benefits base of approximately \$355 million. As members of the Public Employees Committee of the San Francisco Labor Council (PEC), POA has agreed to the provisions outlined in the PEC agreement with the exception of layoff limitations.

The amendments extend the existing MOUs through FY2012-13. Based on our analysis, the amendment will result in a \$11.2 million savings in FY2010-11. Covered employees will further defer a January 8, 2011 2% wage increase to January 7, 2012. Employees shall also observe six unpaid floating holidays in FY2010-11 and four unpaid floating holidays in FY2011-12. Unpaid days will be smoothed by a wage reduction of 2.31% during FY2010-11 and 1.54% in FY 2011-2012. In lieu of wage increases in FY2012-13, officers shall receive four additional paid Floating Holidays on July 1, 2012 and an additional four paid Floating Holidays close of business on June 30, 2013.

The City and Union agreed to re-open the contract should the 2011 Joint Report project a FY2011-12 General Fund deficit of less than \$261 million or if state or local legislation gets implemented during the concession period which reduces wages or benefits for employees.

The agreement provides that employees who retire during the term of the amended MOU will receive a payment equaling the pensionable value of the wage reductions that impact the retirement benefit. Costs of this provision are dependent on each retiree's circumstances and determined by San Francisco Employees' Retirement System.

Should the PEC and City be unable to find \$3 million in health care savings next year, the PEC health benefits provision applies and could result in \$350,000 in savings in FY2011-12 under these bargaining units. The cost of continuing existing POA health benefits will increase by approximately \$887,000 in FY 2010-2011. If you have additional questions or concerns please contact me at 554-7500 or Peg Stevenson of my staff at 554-7522.

Sincerely,

Peg Stevenson
for Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

Amendment extending Memo of Understanding through June 30, 2013
 San Francisco Police Officers Association P-1 and P-2A
 Estimated Costs/(Savings) FY 2010-2013
 Controller's Office

<u>Annual Costs/(Savings)</u>	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>FY 2012-2013</u>
Wages			
Defer January 8, 2011 2% wage increase; January 7, 2012 2.5 wage increase	(\$3,380,168)	\$3,380,168	\$3,380,168
FY 2010-11 6 Unpaid Floating Holidays (2.31% smoothing) FY 2011-12 4 Unpaid Floating Holidays (1.54% smoothing)	(\$7,808,188)	\$5,205,459	\$2,602,729
Premiums/Other Payments			
Night shift differential premium applied to hours worked between 6 PM and 6 AM	-	-	\$1,063,849
Benefits			
Cap on City contribution for medically single City Plan employees	-	(\$345,329)	(\$23,223)
Annual Amount Increase/(Decrease)	<u>(\$11,188,356)</u>	<u>\$8,240,298</u>	<u>\$7,023,523</u>
Budgeted Estimates for Cost Increase in Existing Benefits	\$886,534	\$946,153	\$1,009,782
Previously negotiated savings in addition to above			